

18000-U \$FH

\$

Mail to Elting C. Hubbard,
Stinson Beach, Marin County,
Calif.

D E E D

EVE STINSON FITZHENRY, a
widow, LILLIAN R. HENSILL,
a widow, and MAUDE E.
STINSON, a femme sole,

First Parties

to

STINSON BEACH COMMUNITY
CENTER, a corporation

Dated: November 25, 1947

Copied	Compared	Indexed
FL	W. A. H.	B

Serial No. 15275

Recorded at the Request of
Marin Title Guaranty Co.

NOV - 6 1947

At 16 minutes past 10 A.M. o'clock

In Vol. 566 Official Records Page 120

Marin County Records, California.

J. B. Brown
Recorder
By J. B. Brown
Deputy Recorder
Fee \$ 2.80

D E E D

THIS INDENTURE, made this 25 day of November, 1947,
by and between EVE STINSON FITZHENRY, a widow, and LILLIAN R.
HENSILL, a widow, of Stinson Beach, Marin County, California,
and MAUDE E. STINSON, also known as MAUD E. STINSON, a femme
sole, of Berkeley, Alameda County, California, First Parties,
and STINSON BEACH COMMUNITY CENTER, a corporation with its
principal place of business in the County of Marin, State of
California, Second Party,

W I T N E S S E T H:

That said First Parties, for and in consideration of the
sum of ten dollars (\$10.00) to them in hand paid by the said
Second Party, receipt whereof is hereby acknowledged, and for
the further consideration that said Second Party, its successors
and assigns, forever shall and will well and faithfully observe,
keep and perform the conditions and covenants hereinafter con-
tained, do by these presents grant, bargain, sell and convey unto
the said Second Party, its successors and assigns, forever, that
certain lot, piece or parcel of land situate in the County of
Marin, State of California, and bounded and particularly described
as follows, to wit:

Lot number 1 in Block 6, as shown upon that certain
Map entitled, "Map of N. H. Stinson's Subdivision
No. 1, Stinson Beach," recorded April 2, 1906 in Book
2 of Maps, at page 54, in the office of the County
Recorder of the County of Marin, State of California

Together with all and singular the tenements, heredita-
ments and appurtenances thereunto belonging, or in anywise apper-
taining; and the remainder and remainders, rents, issues and
profits thereof,

TO HAVE AND TO HOLD, all and singular, the said premises,
together with the appurtenances, unto the said Second Party and
its successors and assigns, forever.

This deed is made subject to the additional covenants herein contained:

(1) That any building or structure which shall be erected upon the premises hereby conveyed shall not be erected or constructed until and unless any two of the following named persons,

EVE STINSON FITZHENRY
LILLIAN R. HENSILL
MAUDE E. STINSON
GENEVA M. REINHARDT (nee HENSILL)

shall have approved in writing the exterior design thereof. The necessity for such approval shall cease as to each of said four (4) persons on their death; and when but one survives then the written consent of such survivor shall be sufficient. And upon the death of the last survivor then this requirement for approval of exterior design shall cease.

(2) That no building or structure shall be erected or placed upon the premises hereby conveyed other than a building or structure having for its purpose and object the creation and maintenance of a common place for religious worship or for charitable, social, educational, recreational or public safety purposes.

(3) That no store, saloon, grocery or mercantile business shall be carried on, nor any spirituous, malt or fermented liquors be manufactured, sold, exchanged, bartered or dealt in, upon the above described real property, and that said real property shall not be used for any purpose except the purposes hereinbefore in this deed provided. J.P.

(4) That First Parties reserve for the benefit of other lots of land contiguous or adjacent to the real property hereby conveyed, the right to continue the natural drainage of water over and across said real property hereby conveyed.

Provided that as to the First Parties herein, a breach of any of the foregoing conditions shall cause said premises to revert to said First Parties, their heirs or assigns, each of whom respectively shall have the right of immediate reentry upon said premises, in the event of any such breach.

It is expressly provided that a breach of any of the foregoing conditions, or of any reentry by reason of such breach, shall not defeat or render invalid the lien of any mortgage, or deed of trust, made in good faith and for value as to the said premises, or any part thereof, but said conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquirement of title.

It is further understood and agreed that the stipulation, agreements and conditions herein contained are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the First Parties have hereunto set their hands the day and year first above written.

Eve Stinson Fitzhenry

STATE OF CALIFORNIA

County of Marin

ss

On this 3rd day of November

in the year one thousand nine hundred and forty-seven

before me, DOUGLAS A. NYE

a Notary Public in and for the

County of Marin

State of California, residing therein,

duly commissioned and sworn, personally appeared EVE STINSON FITZHENRY, a widow, LILLIAN R. HENSILL, a widow, and MAUDE E. STINSON, a femme sole,

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Marin county of Marin the day and year in this certificate first above written.

Notary Public in and for the

County of Marin

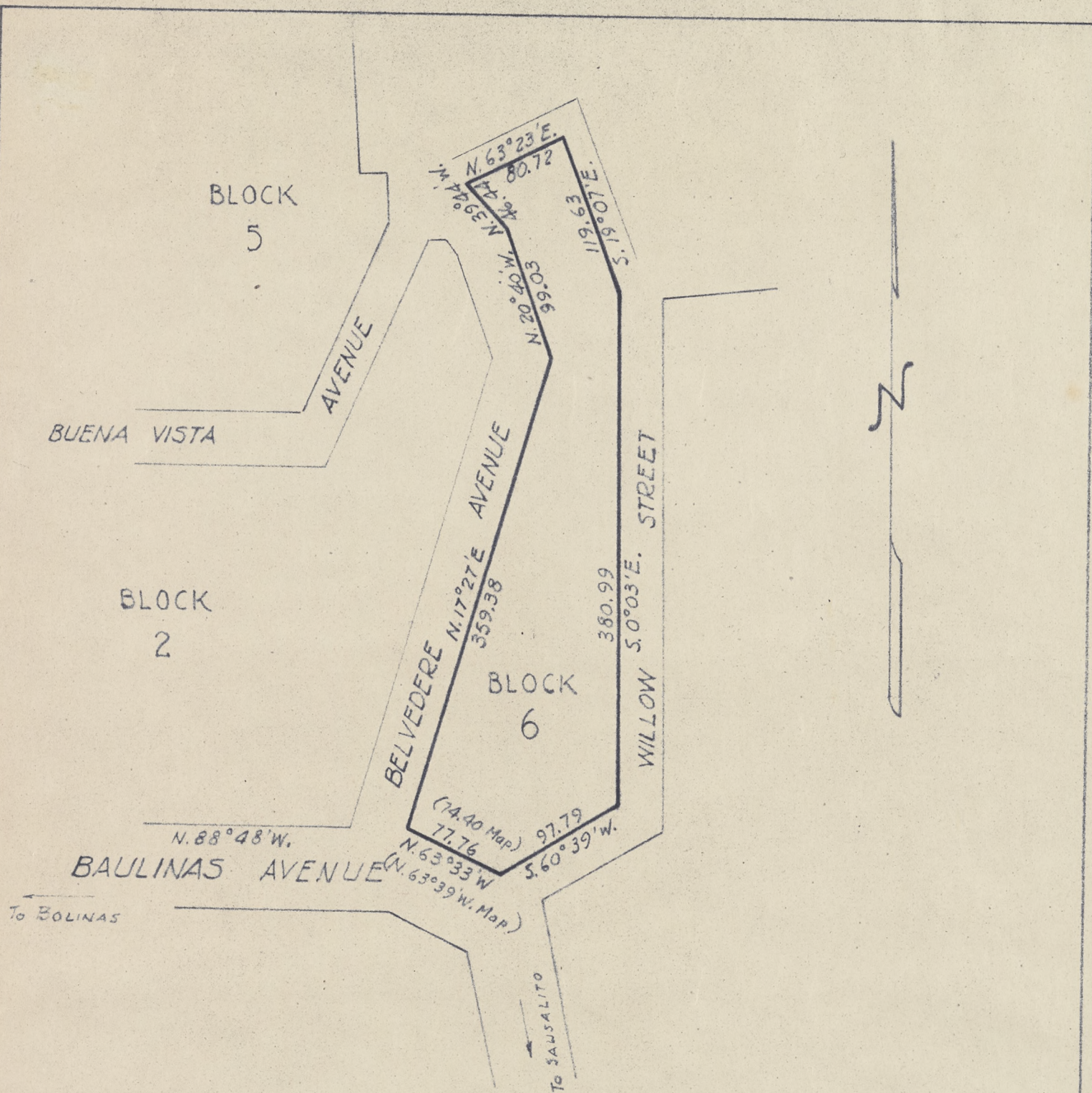
State of California.

My Commission Expires Aug. 14, 1951

It is expressly provided that a breach of any of the foregoing conditions, or of any reentry by reason of such breach, shall not defeat or render invalid the lien of any mortgage, or deed of trust, made in good faith and for value as to the said premises, or any part thereof, but said conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquirement of title.

IN WITNESS WHEREOF, the First Parties have hereunto
set their hands the day and year first above written.

Maud E. Benson



SURVEY
 STINSON BEACH COMMUNITY CENTER
 BLOCK No 6 OF SUBDIVISION No 1
 STINSON BEACH CALIFORNIA

ALBERT E. BORGWARDT CONSULTING ENGINEER REGISTERED CIVIL ENGINEER No. 5822	
PHONE M. V. 1338-W	15 BERNARD ST., MILL VALLEY, CALIF.
SCALE 1" = 100'	DRAWN BY A.E.B.
DATE JULY 18, 1947	DWG. No. A-134

San Rafael Land Title Company

AFFILIATED WITH

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY

1017 FOURTH STREET

SAN RAFAEL, CALIFORNIA

TELEPHONE SAN RAFAEL 13

August 4th, 1947

BENJ. J. HENLEY, PRESIDENT
ROGER J. DARROW, SECY-MGR.

J. W. ELLISTON, ASST. SECTY.
HASKELL SHEDD, ESCROW OFFICER

AMENDED PRELIMINARY REPORT

ORDER No. 31930

Bank of San Rafael
San Rafael
California

Attn: Mr. Bordanaro

Gentlemen:

In connection with this order the Company is prepared to issue a Policy of Title Insurance in its usual form as of the date of this report, containing its standard exceptions and conditions, showing title as herein set forth.

This report is issued without liability pending recording, final closing and issuance of Policy in accordance with instructions, and payment of premium.

VESTED: On July 25th, 1947 at 9:00 o'clock A. M., in

EVE STINSON FITZHENRY,
an undivided 1/2 interest,
LILLIAN R. HENSILL
an undivided 1/4 interest and
MAUDE E. STINSON
also known as
MAUD E. STINSON
an undivided 1/4 interest.

SUBJECT TO:

- (1) Taxes for the fiscal year 1947-48 now a lien but not yet due or payable.
- (2) Possible effect of right of way from Amos H. Stinson et al to Pacific Gas and Electric Company, a corporation, recorded March 24th, 1914 in Liber 159 of Deeds, at page 185, Marin County Records.
- (3) Possible effect of right of way from Amos H. Stinson et al to Pacific Gas and Electric Company, a corporation, recorded March 24th, 1914 in Liber 159 of Deeds, at page 187, Marin County Records.

ASSOCIATED OFFICES

SAN FRANCISCO
148 MONTGOMERY ST.
•
OAKLAND
1517 STREET AT FRANKLIN
•
REDWOOD CITY
2303 BROADWAY
•
SAN JOSE
66 NORTH FIRST STREET
•
SANTA CRUZ
12 COOPER STREET
•
SALINAS
16 WEST GABILAN
•
SANTA ROSA
211 EXCHANGE AVENUE
•
SAN RAFAEL
1017 FOURTH STREET
•
MARTINEZ
MAIN AT COURT STREET
•
STOCKTON
26 S. SAN JOAQUIN STREET
•
SACRAMENTO
801 J. STREET

DESCRIPTION:

That certain real property situate in the County of Marin, State of California, described as follows:

Lot Number 1 in Block 6, as shown upon that certain Map entitled, "Map of N. H. Stinson's Subdivision No. 1, Stinson Beach," recorded April 2, 1906 in Book 2 of Maps, at page 54, in the office of the County Recorder of the County of Marin, State of California.

SAN RAFAEL LAND TITLE COMPANY

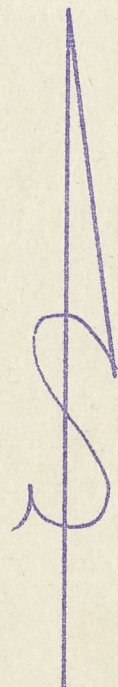
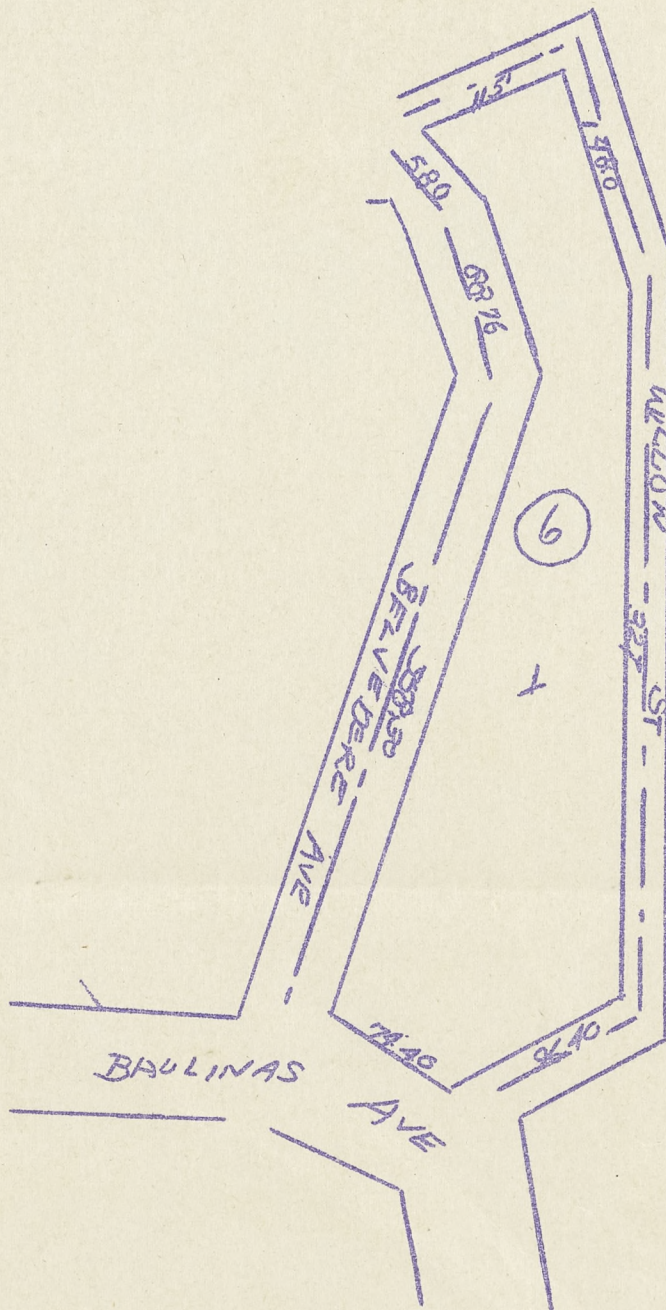
A handwritten signature in dark ink, appearing to read 'J. W. Elliston', written over a horizontal line.

BY

J. W. ELLISTON, Manager

GS:er

31930



THIS DIAGRAM IS FOR LOCATION PURPOSES ONLY, AND IS NOT A PART OF THE POLICY OR REPORT TO WHICH IT IS ATTACHED.
SAN RAFAEL LAND TITLE COMPANY

Stinson Beach, California

December 1, 1947

Miss Maud E. Stinson
1772 Leroy Avenue
Berkeley, California

Dear Miss Stinson:

We wish to extend our warm gratitude and sincere appreciation for the gracious and public spirited attitude you have shown in donating Block 6, Stinson Beach, for the use of the community.

In accepting the property, we wish you to know that we shall endeavor to include your thoughts and ideals on community welfare in the governing policy of the organization, and that we will erect and maintain a structure that shall be at all times a credit to the community.

Stinson Beach Community Center shall be a perpetual monument to your gracious selves.

Very sincerely yours,

President
STINSON BEACH COMMUNITY CENTER, Inc.

DIRECTORS:

_____	_____
_____	_____
_____	_____
_____	_____

Stinson Beach, California

December 1, 1947

Mrs. Lillian R. Hensill
Stinson Beach, California

Dear Mrs. Hensill:

We wish to extend our warm gratitude and sincere appreciation for the gracious and public spirited attitude you have shown in donating Block 6, Stinson Beach, for the use of the community.

In accepting the property, we wish you to know that we shall endeavor to include your thoughts and ideals on community welfare in the governing policy of the organization, and that we will erect and maintain a structure that shall be at all times a credit to the community.

Stinson Beach Community Center shall be a perpetual monument to your gracious selves.

Very sincerely yours,

President
STINSON BEACH COMMUNITY CENTER, Inc.

DIRECTORS:

_____	_____
_____	_____
_____	_____
_____	_____

Stinson Beach, California

December 1, 1947

Mrs. Eve Stinson Fitzhenry
Stinson Beach, California

Dear Mrs. Fitzhenry:

We wish to extend our warm gratitude and sincere appreciation for the gracious and public spirited attitude you have shown in donating Block 6, Stinson Beach, for the use of the community.

In accepting the property, we wish you to know that we shall endeavor to include your thoughts and ideals on community welfare in the governing policy of the organization, and that we will erect and maintain a structure that shall be at all times a credit to the community.

Stinson Beach Community Center shall be a perpetual monument to your gracious selves.

Very sincerely yours,

President

STINSON BEACH COMMUNITY CENTER, Inc.

DIRECTORS:

_____	_____
_____	_____
_____	_____
_____	_____

MARIN TITLE GUARANTY COMPANY

1335 FOURTH STREET
SAN RAFAEL, CALIFORNIA

TELEPHONE 4101

January 21, 1948

Roger J. Darrow, President
J. W. Byers, Vice President
I. J. Cooper Vice President
Marie L. Darrow, Secretary
Robert C. Steele, Asst. Secretary

Affiliated with
CITY TITLE INSURANCE COMPANY
San Francisco, California

PRELIMINARY REPORT
Application No 18524

Mr. Elting Hubbard
Stinson Beach,
California.

Dear Sir:

An examination of the Official Records of the County of Marin,
affecting real property described as:

That certain real property situate in the County of Marin, State
of California described as follows:

LOT NO. 1 in Block 6, as shown upon that certain Map entitled "Map
of N.H. Stinson's Subdivision No. 1, Stinson Beach," recorded April 2,
1906 in Book 2 of Maps at page 54, in the office of the County Recorder
of the County of Marin, State of California.

SHOWS TITLE VESTED on January 20, 1948 at 9:00 A.M. in

STINSON BEACH COMMUNITY CENTER, a corporation

SUBJECT TO:

- (1) Taxes for the fiscal year 1947-48
COUNTY OF MARIN.
2nd Installment \$19.44 due
Assessment No 1848

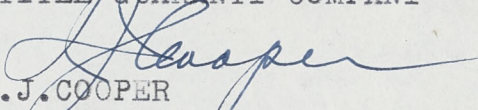
- (2) Natural flow of creek as shown on recorded map.

- (3) Restrictions, Reservations and Conditions as contained in deed
from Eve Stinson Fitzhenry, a widow, et al, to Stinson Beach Com-
munity Center, a corporation, recorded November 6, 1947 in Liber
566 Official Records at page 120 Marin County Records.

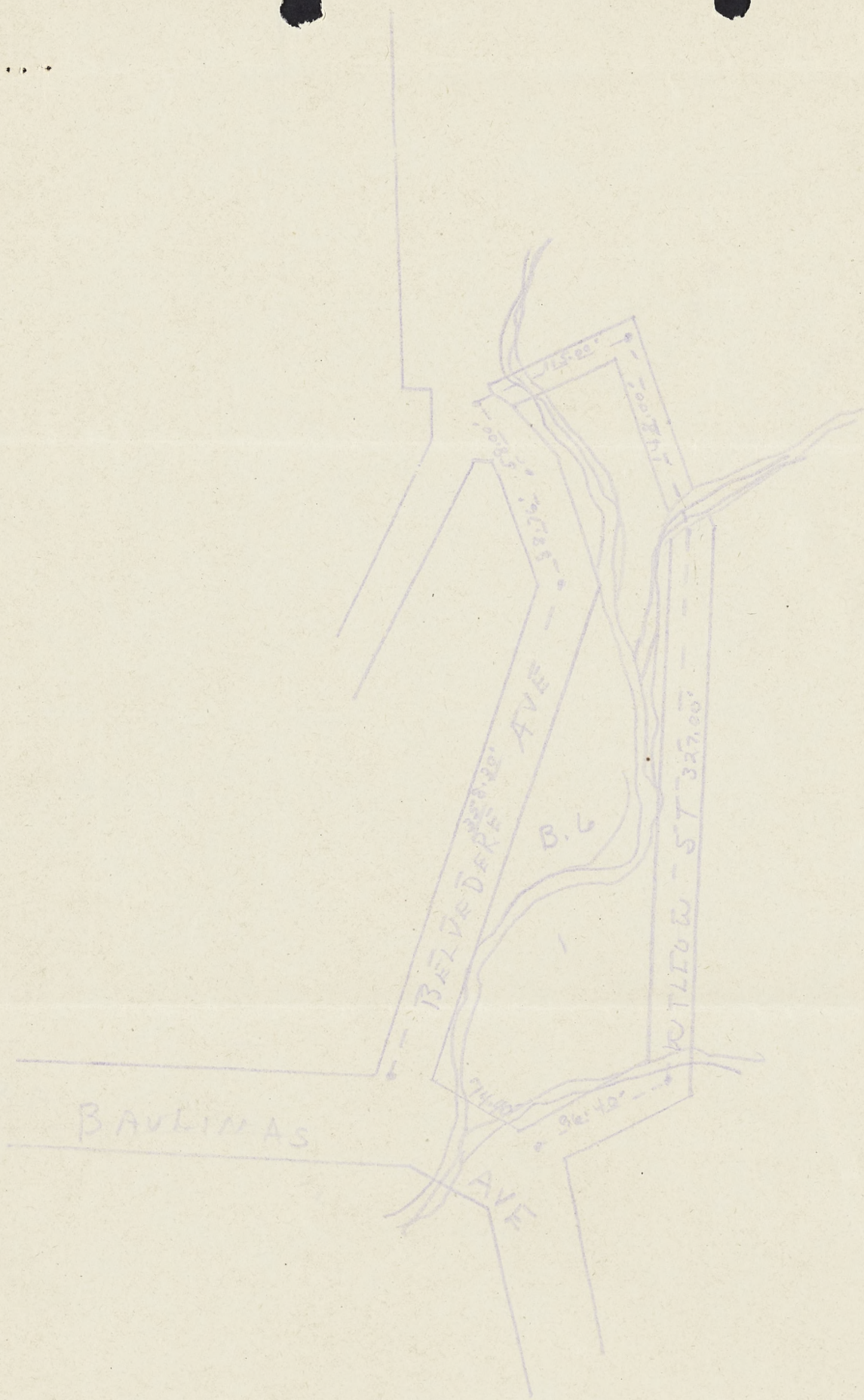
NOTE: 1st Installment County Taxes for the fiscal year 1947-48 in
amount of \$19.44 has been paid. Assessment No. 1848.

We thank you for this opportunity to serve you, and we are,

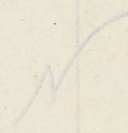
Very truly yours,
MARIN TITLE GUARANTY COMPANY


I. J. COOPER
Vice President.

IJC:gf



1" = 100'



STINSON BEACH COMMUNITY CENTER
STINSON BEACH, CALIF.

No.

2

SAN RAFAEL, CALIF.

9-18 1947

90-1128
1211

PAY TO THE ORDER OF

Douglas F. Nye \$ *22⁰⁰/₁₀₀*

Twenty-two ⁰⁰/₁₀₀

DOLLARS

TO

FIRST NATIONAL BANK

IN SAN RAFAEL

SAN RAFAEL, CALIFORNIA

Insured against fraudulent alteration
PATCO-TODD BANKERS SUPPLY

STINSON BEACH COMMUNITY CENTER

E. B. Hubbard

PRESIDENT

J. Dreclano

SECRETARY

Treas

PAY TO THE ORDER OF
 BANK OF AMERICA
 SAN FRANCISCO CLEARING HOUSE

B 11-24 B

SEP 23 1947

PRIOR ENDORSEMENTS GUARANTEED
 AMERICAN TRUST COMPANY

11-24 SAN FRANCISCO 11-24
 CALIF

PAY TO THE ORDER OF
 AMERICAN TRUST COMPANY

90-214 SAN RAFAEL, CALIFORNIA 90-214

P 23 1947

FOR BANKER OR THRU
 HOUSE
 ENDORSEMENTS GUARANTEED

DOUGLAS A. NYE

11-24 SAN FRANCISCO 11-24

DOUGLAS A. NYE
ATTORNEY AT LAW
RUSS BUILDING
SAN FRANCISCO 4, CALIF.
TELEPHONE DOUGLAS 2131

July 1, 1947

Stinson Beach Community Center.

to Douglas A. Nye Dr.

Disbursements:

Paid Secretary of State		
filing fee Articles	\$5.00	
recording "	1.20	
certified copy "	<u>2.50</u>	\$8.70
Paid County Clerk		
filing certified copy		
Articles		1.00
To Pernau-Walsh Printing Co.		
1 pocket seal and press		8.00
1 minute book		4.00
state tax		<u>.30</u>
		\$22.00

Counsel fees and notary fees
donated



Check No 2